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be sustained where there was no proof as to the nature and character of an A B C or E O table, or as to how those games were played or exhibited.

[Ed. Note.—For other cases, see Gaming, Cent. Dig. §§ 291-297; Dec. Dig. § 98* 6 Va.-W. Va. Enc. Dig. 701; 14 Va.-W. Va. Enc. Dig. 496; 15 Va.-W. Va. Enc. Dig. 445.]

Error to Circuit Court, Norfolk County.

John T. Lewis was convicted of an offense, and he brings error. Reversed and remanded.

N. T. Green, of Norfolk, for plaintiff in error.

The Attorney General, for the Commonwealth.

HADEN *v.* FALLS.

Jan. 15, 1914.

[80 S. E. 576.]

1. Husband and Wife (15*)—Conveyance by Husband—Joinder by Wife.—A wife cannot be compelled to unite with her husband in conveying land which he has contracted to sell.

[Ed. Note.—For other cases, see Husband and Wife, Cent. Dig. §§ 13, 16, 37, 84, 90-99, 283; Dec. Dig. § 15.* 7 Va.-W. Va. Enc. Dig. 199.]

2. Specific Performance (§ 14*)—Failure of Title.—A contract to sell land made by a husband alone will not be specifically enforced at the suit of the purchaser, where, because of the wife's refusal to join in the conveyance, he demanded an abatement of the price or an indemnity to protect himself from her claim for dower, etc.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 33, 41; Dec. Dig. § 14.* 12 Va.-W. Va. Enc. Dig. 607; 14 Va.-W. Va. Enc. Dig. 941.]

3. Specific Performance (§ 130*)—Denial of Relief—Answer.—That defendants, in a suit to compel performance of a husband's sole agreement to convey land, did not object by answer or otherwise to the specific enforcement of the contract on the ground that the vendor was married would not prevent the court from denying the relief on that ground, where the wife refused to join in the conveyance, and complainant, the purchaser, demanded an abatement of the purchase price or indemnity because of her refusal to join.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 424, 425; Dec. Dig. § 130.* 12 Va.-W. Va. Enc. Dig. 677; 14 Va.-W. Va. Enc. Dig. 944.]

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

Appeal from Circuit Court, Campbell County.

Suit by M. D. Haden against W. T. Falls and others. From a decree dismissing the bill, complainant appeals. Affirmed.

A. S. Hester, of Lynchburg, for appellant.

H. C. Featherston and *Geo. E. Caskie*, both of Lynchburg, for appellees.

CANNON *v.* BATES

Jan. 15, 1914.

[80 S. E. 581.]

1. Brokers (§ 56*)—Compensation.—Where only one real estate broker is employed to procure a purchaser at a stipulated price, and the owner, in independent negotiations with a purchaser interested by the broker, accepts a different price, the broker is entitled to compensation.

[Ed. Note.—For other cases, see Brokers, Cent. Dig. §§ 85-89; Dec. Dig. § 56.* 2 Va.-W. Va. Enc. Dig. 640; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

2. Brokers (§ 55*)—Compensation—Right to Compensation.—Where two or more brokers are authorized to make a sale of land, but are ignorant of each other's employment, the broker who was the efficient cause of the sale is entitled to compensation, regardless of the fact that another broker concluded the negotiations with a purchaser interested by the first.

[Ed. Note.—For other cases, see Brokers, Cent. Dig. §§ 82-84; Dec. Dig. § 55.* 2 Va.-W. Va. Enc. Dig. 641; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

3. Brokers (§ 55*)—Compensation—Right to Compensation.—Where two or more brokers have been trying to bring about a sale, and each may have rendered meritorious services without which the result would not have been reached, a discrimination must be made between them to decide whose services were the effective cause of the sale.

[Ed. Note.—For other cases, see Brokers, Cent. Dig. §§ 82-84; Dec. Dig. § 55.* 2 Va.-W. Va. Enc. Dig. 641; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

4. Brokers (§ 55*)—Compensation—Right to Compensation.—Where two or more brokers are employed, and they know of each other's employment, one not being more favored than the other by the principal, the broker who actually consummated a sale with a

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.